

Flexit standard distribution agreement terms of Warranty - 2020

12 WARRANTY

12.1 *A Product manufactured and delivered by Flexit under this Agreement is considered defective if it is not in conformity with specifications (e.g. Product Data Sheets) provided by Flexit for the Product. Flexit undertakes to remedy, free of charge, all defects of the Products delivered to the Distributor hereunder. The standard warranty period is twenty four (24) months from the date of delivery from Flexit. If stated in the pricelist or set forth in specific warranty conditions for a Product, the warranty period can be longer or shorter than the standard warranty period. In the event specific warranty conditions are applicable in relation to a specific Product, such conditions takes precedence over the warranty terms and conditions set forth in this section 12.*

12.2 *The Distributor shall notify Flexit of any defects in the Products no later than fifteen (15) days from the date when the Distributor discovers or should have discovered a defect in the Products. The notice shall contain a thorough description of the alleged defect in the Product and shall, upon Flexit's request, be accompanied with a sample of such allegedly defective Product. If the Distributor does not notify Flexit in accordance with this clause 12.2, Flexit shall have no liability whatsoever for any defect in the Products. All claim applications shall be made with Flexit's specific claim form available on Flexits website www.flexit.com.*

12.3 *Upon receipt of a notification in accordance with clause 12.2, Flexit shall remedy the defects in the Products without undue delay. Products alleged to be defective shall be returned to Flexit upon agreement case by case at Flexit's risk and expense, for repair or replacement. Repaired or replacement Products shall be returned to the Distributor at Flexit's expense but at the Distributor's risk. Repairs, modifications or replacement of defective Products shall not extend the warranty period set out in clause 12.1. If no defect in the Products is found for which Flexit is liable, Flexit shall be entitled to compensation for all costs and expenses (including reasonable attorney and other professional fees) it has incurred due to the Distributor's faulty notification.*

12.4 *If, within thirty (30) calendar days, Flexit fails to fulfil its obligations as set out in clause 12.3, the Distributor shall be entitled to compensation for the direct and verified damage it has suffered as a result of Flexit's failure to repair or replace defective Products up to a maximum of one hundred percent (100%) of the purchase price for the defective Products.*

12.5 *The warranty set out in this clause 12 will not cover and Flexit shall not be responsible for defects in the Products which are: (i) caused by accidents, thunderstorms, abnormal voltages variations and other abnormal electrical disturbances; (ii) related to normal consumables and typical wear parts e.g. filters, light bulbs and suction nozzles; (iii) caused by faulty maintenance or faulty repair by the Distributor, its customers, end-users or any third party or alterations carried out without Flexit's prior written consent; (iv) caused by materials provided or a design stipulated by the Distributor; (v) due to normal wear and tear or deterioration of the Products; or (vi) caused by accident, misuse, or by any other circumstances attributable to the Distributor, its customers, end-users or any third party.*

12.6 *Any transport damage/shortages must be reported to transporter immediately, noted on the consignment note and endorsed by the transporter.*

12.7 *The remedies set out in this clause 12, shall be the Distributor's exclusive remedy in case of defective Products and all other remedies (including but not limited to any remedies available under the Swedish Sale of Goods Act and the International Sale of Goods Act (CISG)) shall be excluded, unless Flexit has been guilty of wilful misconduct or gross negligence.*